

MINISTRY OF LABOUR  
AND NATIONAL SERVICE

Report  
of the Committee of Inquiry  
appointed by the Minister of Labour  
and National Service to inquire  
whether there are any causes of  
industrial unrest arising from the  
present arrangements for the delivery,  
handling and distribution of meat  
in Smithfield Market

*LONDON*  
HER MAJESTY'S STATIONERY OFFICE  
1958



# OUTLINE OF CONTENTS

## I. FUNCTIONS AND ORGANISATION OF THE MARKET

- Paragraph 6-7 Nature of the market and sources of supply.  
8-9 Present organisation of the market.  
10 Conditions of employment and rates of pay.  
11-15 Pre-war organisation of the market, and subsequent changes.

## II. GENERAL OBSERVATIONS ON THE PRESENT SYSTEM

Paragraph 16-17

## III. THE CONTROVERSY WITH REGARD TO THE EMPLOYMENT OF BUMMARIES BY RETAIL BUTCHERS

- Paragraph 18 Cause of the controversy.  
19-23 The background to Bye-law 42.  
24 Union's action at the end of control.  
25 Events leading up to the Inquiry.  
26 Committee's criticism of Union's action.  
27 Are there practical reasons to justify the present restriction on retailers?  
28-31 Views of the market interests.  
32 The objections to the present system overwhelmingly substantiated.  
33 Desirability of radical reorganisation of bummarie service.  
34 Need for certain interim modifications.  
35 The desire of retailers to use their permanent employees for portering meat.  
36 Suggested limited use of retailers' permanent employees.  
37 The desirability of a "portering committee".

## IV. CAUSES OF INDUSTRIAL UNREST ALLEGED BY THE SMITHFIELD MARKET TENANTS' ASSOCIATION

- Paragraph 38-39 Relationship between the Association and the Union.  
40-44 Matters of complaint referred to by the Association.  
45-46 Union's reply.  
47 Committee's general views on these matters.  
48 Committee's views on difficulties with regard to pitchers, inter-stall portering and the interchangeability of shop staff.

## V. OTHER SUGGESTED CAUSES OF INDUSTRIAL UNREST

- Paragraph 49-51 View of the Wholesale Meat and Provisions Transport Association Limited on pitchers and pullers back.
- 52 Union's reply.
- 53 Committee's views.
- 54 Views of the Association of Multiple Retail Meat Traders.

## VI. GENERAL VIEWS OF THE TRANSPORT AND GENERAL WORKERS' UNION

Paragraph 55

## VII. THE DESIRABILITY OF DEVISING A BETTER SYSTEM

- Paragraph 56-58 General remarks.
- 59-60 Possible analogy of Covent Garden.
- 61-62 Possible forms of alternative arrangements.

## VIII. GENERAL CONCLUSIONS

Paragraph 63-71

# REPORT

To The Right Honourable  
The Minister of Labour and National Service.

SIR,

1. On 30th June, 1958, you appointed us in the terms of the following Minute of Appointment to be a Committee of Inquiry:

## APPOINTMENT AND TERMS OF REFERENCE OF COMMITTEE

WHEREAS representations have been made to the Minister of Labour and National Service that there is danger of industrial unrest in Smithfield Market;

NOW THEREFORE the Minister of Labour and National Service hereby appoints:

R. M. WILSON, Esq., Q.C.

H. DOUGLASS, Esq.

A. H. MATHIAS, Esq., C.B.E.

to be a Committee to inquire whether there are any causes of industrial unrest arising from the present arrangements for the delivery, handling and distribution of meat in Smithfield Market, and to report.

The Minister further appoints Mr. R. M. Wilson, Q.C., to be Chairman, and Mr. D. J. Sullivan of the Ministry of Labour and National Service to be Secretary to the said Committee.

Signed by Order of the Minister of Labour and National Service this 30th June, 1958.

(Signed) G. C. H. SLATER,

*Assistant Secretary,*

*Ministry of Labour and National Service.*

2. In accordance with the terms of our appointment, we have the honour to make the following report.

3. We sat in London and heard in public evidence from the organisations listed below on 21st, 22nd, 24th, 25th, 28th and 29th July, 1958. We also sat in private to consider our report.

4. Representations and evidence were submitted on behalf of the following:

*The City Corporation* (represented by Mr. R. W. Vick, counsel). The Corporation are the freeholders and owners of Smithfield Market, and will be referred to hereafter as "the Corporation".

*The London Retail Meat Traders' Association* and the *National Federation of Meat Traders' Associations* (both represented by Sir David Cairns, Q.C., and Mr. John Drinkwater, counsel). These two organisations shared a common point of view, but as the interests of the first-named of them are more directly concerned (their members are 2,148 retail butchers who between them own, 3,545 shops in the Greater London area and constitute the great majority of retail butchers in that

area) the case put forward on behalf of them both will for convenience be referred to hereafter as that of "the Retailers' Association".

*The Association of Multiple Retail Meat Traders* (represented by Mr. H. A. West). Among the members of this Association (to which we shall refer as "the Multiple Retailers' Association") are retailers who buy meat from Smithfield Market for sale not only in the Greater London area but over a more extended area.

*The Smithfield Market Tenants' Association* (represented by Mr. H. G. Padbury, O.B.E. (Chairman)). Their members are all the wholesalers operating in the market, and they will be referred to hereafter as "the Market Tenants' Association".

*The Wholesale Meat and Provisions Transport Association Limited* (represented by Mr. H. F. Minier, O.B.E., M.Inst.T.). This body includes in its membership the various carriers of meat operating to and from the market, comprising United Carriers Limited and other carriers. It will hereafter be referred to as "the Transport Association".

*The Transport and General Workers' Union* (represented by Mr. A. H. Roullier, J.P. (Group Secretary) and Mr. S. H. Tribe (Market Officer)), which has in its membership all manual workers employed at the market and to which we will hereafter refer as "the Union".

5. In considering the submissions and evidence put before us we have borne in mind that by our terms of reference we are not asked to make any recommendations. On the other hand it was apparent, and was accepted on all sides, that an inquiry into the question whether there are any causes of industrial unrest arising from present arrangements clearly involved, by necessary implication, some consideration of the extent, if any, to which those arrangements could be improved. We have accordingly taken this factor into account in making our report.

## I. FUNCTIONS AND ORGANISATION OF THE MARKET

6. The London Central Markets at Smithfield are owned by the Corporation, which is authorised to provide the market and to regulate generally the conduct of its business by virtue of certain statutes, the most important of which is the Metropolitan Meat and Poultry Act, 1860. Under the powers given by these statutes the Corporation has made bye-laws regulating the conduct of the market, the most recent of which were made in 1953. The markets themselves, with the exception of a small retail area, are wholesale markets dealing principally in meat, poultry and provisions. The markets consist of five buildings which lie South of Charterhouse Street and between Lindsey Street to the East and Farringdon Street to the West. From East to West the buildings comprise the meat section East, the meat section West, the poultry section (which was destroyed by fire in January, 1958), the general section, and, South of the general section, the annexe. The total area of the buildings is approximately  $6\frac{1}{2}$  acres, and the surrounding roads and pavements cover some 4 acres. The meat market, with which this report is concerned and to which we shall refer hereafter as "the market", operates principally in two rectangular buildings, namely the meat section East and the meat section West. The ground floor of these buildings is divided into stalls which are let on weekly tenancies to wholesalers, to whom we shall generally refer hereafter as "the market tenants". The stalls face on to internal avenues connecting the major entrances of each building, which provide access for pedestrians and for hand trucks. There are altogether in the market 348 stalls, which are operated by 93 market tenants.

7. The market is, of course, by far the largest meat market in the country. Meat is sent to it from abattoirs, or in the case of imported meat from the docks, either by road or by rail. Even if meat is dispatched by rail it normally arrives at the market on road vehicles sent from London terminal stations. The only meat which arrives at the market otherwise than on road vehicles is a comparatively small quantity of meat which comes by rail to the station beneath the market and a certain amount brought from cold stores in the vicinity of the market by full-time employees of the cold stores. With these exceptions, with which this report is not concerned, all meat arrives at the market on road vehicles.

8. The system at present prevailing at the market for dealing with meat so arriving may be considered conveniently in three stages, namely the delivery of meat from the road vehicles into the stalls, the handling of meat at the stalls, and the removal of meat sold at the stalls to the road vehicles which are to take it away. The operations involved and the duties of the workers engaged in each of them may be briefly described as follows, the numbers of workers being given as at June 1948:

**(A) The delivery of meat to the stall**

- (i) On the arrival of the road vehicle at or near one of the major entrances of the market buildings, the meat is usually handled in the first place by workers known as "pullers back". Pullers back work inside the vehicles, and their task is to pull the meat back to the tailboard and hand it to workers of the category next described. They are employed on all vehicles bringing meat into the market except those operated by British Railways, where the job is performed by the British Railway employees belonging to the National Union of Railwaymen. There are 72 pullers back in all. Of these, 62 are regular employees of the carriers, operating under their direct control or, in some cases, under that of market tenants acting as their agents. There are also 10 self-employed pullers back.
- (ii) The meat is taken from the tailboard of the vehicle to the stall of the market tenant, either by hand or in hand trucks, by gangs of workers known as "pitchers". The larger proportion of these pitchers, who may be described as "regular" pitchers, are regularly attached to certain of the market tenants or carriers or to British Railways. The remainder, who may be referred to as "casual" pitchers, service the loads of market tenants as required. Whether they are regular or casual, however, they are self-employed workers, although in the case of regular pitchers arrangements are made with those firms for whom they regularly work to deduct from the payments due to them at the end of each week amounts in respect of P.A.Y.E. and National Insurance. There are at present about 170 pitchers in the market, of whom about 120 are regular pitchers.
- (iii) Where meat is unloaded by regular pitchers it is checked by "checkers" who are permanent employees of the firm using the pitchers.

**(B) The handling of meat at the stalls.**

All handling of meat at the stalls is carried out by regular employees of the market tenants who are known collectively as "shopmen". These constitute the largest number of employees in the market. The number is approximately 1,477, leaving out of account salesmen and managerial staff, with whom our inquiry was not concerned. The shopmen can be sub-divided as follows, with a brief indication of their duties:

- (i) "*Night-men*" start work at midnight and their principal duty is to receive the meat from the pitchers.
- (ii) "*Humpers*" are employed for moving meat about the stalls, for such purposes as cutting and display.
- (iii) "*Cutters*" cut the meat as required. This is considered to be an important and skilled task, since the reputation of the market rests to a considerable degree upon the excellence of its "cut" meat.
- (iv) "*Scalesmen*" weigh the meat.
- (v) "*Delivery-men*" are responsible for handing the meat, after it has been cut and weighed, to the buyer's porter and for securing the signature and badge number of the porter.
- (vi) "*Offal boys*" are young men who are learning the trade.

**(C) Removal of the meat, after sale, from stalls to road vehicles**

This work is performed by "licensed porters". There are 623 such licensed porters. It is to be noticed that the term "porter" is at Smithfield only applied to someone who is moving the meat *out* of the market from the stall. Again it is only porters, as opposed to any other category of workers in the market, who are required to be licensed by the Market Superintendent on behalf of the Corporation. Before issuing a licence the Market Superintendent makes inquiries as to the record of the man concerned, and if a licence is issued to him he is provided with a numbered badge, the appearance of which differs according to whether he is an employed porter (see (i) and (ii) below) or a self-employed porter (see (iii) below). The licensed porters are sub-divided into the following classes:

- (i) *Carriers' employed porters.* Many retailers arrange for their meat to be collected from the market, and delivered to their shops, by carriers (who are members of the Transport Association). In such a case each licensed porter, who collects the meat from the stall and carries it to the carrier's vehicle for delivery, is a full-time employee of the carrier paid on a weekly wage basis. There are 445 licensed porters of this class.
- (ii) *Retailers' employed porters.* Certain of the larger retail butchers have the services, as full-time employees paid on a weekly wage basis, of one or more licensed porters for carrying meat from the stalls to his own vehicles. There are 57 licensed porters employed in this way.
- (iii) *Bummarees.* Those retailers who do not use the services of a carrier (see (i) above) and do not have a licensed porter or porters in their own employment (see (ii) above) are obliged in practice to employ the services of casual or free-lance licensed porters: these self-employed porters are commonly known as "bummarees". Bummarees, who usually work in gangs of from 2 to 5 in number, carry the retailer's meat to his vehicle on payment by the latter of "per piece" charges set out in a fixed scale of charges and varying with the animal or piece of meat carried. In addition to this work performed for retailers, bummarees also do a considerable amount of "inter-stall" portering for market tenants, that is to say taking meat from one stall in the market to another. For this work their charges are on the same fixed scale as is mentioned above.

9. The series of operations described in the preceding paragraph starts at midnight, when the market opens. The first 4 hours are, broadly speaking,



devoted to deliveries of meat into the market. Sales of meat to be taken out of the market start at 5 a.m. and go on till 1 p.m. Deliveries into and removals out of the market to a considerable extent overlap in point of time, since deliveries into the market may go on until 8 a.m. or 9 a.m. or even later. The market is open from Monday to Friday, with Monday the busiest, and Friday the slackest, day of the week. On any given day the busiest time is likely to be between 5.30 a.m. and 8 a.m.

10. Having set out briefly the organisation of the market and the duties of the personnel employed at each stage, we think it would be helpful to outline such arrangements as exist for fixing the conditions of employment and rates of pay for each of the categories of workers whom we have mentioned. We will deal with them in the same order as we have adopted in paragraph 8 above:

(A) (i) *Pullers Back.* These have until recently been dealt with by the Joint Negotiating Committee for London Meat Porters, but during the last year or 18 months an informal tripartite body comprising representatives of the Market Tenants' Association, the Transport Association and the Union has been negotiating an agreement for these workers. At present the basic rate of pay of "regular" pullers back is £12 10s. 0d. per week plus a bonus for exceeding a set tonnage. The value of the bonus varies between firms, so that while some pullers back may earn nothing in excess of their basic pay others may earn from £2 to £4 extra. Self-employed pullers back are paid at a third of the pitching rate (see (ii) below) for the meat handled.

(ii) *Pitchers.* The charges payable to pitchers are the subject of a "pitching agreement", containing scales of charges, made between the Market Tenants' Association and the Union in April 1955. They are also covered by an agreement of the same date providing for the constitution of a Smithfield Market Conciliation Board: as to this see also under (B) below. "Regular" pitchers are paid at tonnage rates, the rate varying with the type of meat handled, and are entitled to payments for "waiting time" between loads. Casual pitchers are paid at a rate per piece, the rate again varying with the type of meat handled, but they are not entitled to "waiting time" payments. No information was available as to the average earnings of casual pitchers. In the case of regular pitchers, however, it was possible to obtain some indication of their average earnings from the books of market tenants who use their services, although we would emphasise that the figures quoted here are nothing more than examples which were placed before us of the sort of sums paid by certain market tenants. In the case of home-produced meat one market tenant paid amounts for pitching which averaged, over a year, £23 per man per week. In the case of imported meat the average pitching charges paid by three market tenants during the last quarter of 1957 averaged £22 per man per week and for the first quarter of 1958 £25 per man per week. (These are however the two busiest quarters of the year). In considering the remuneration of pitchers, allowance has to be made for the fact that they receive neither holiday nor sick pay.

(iii) *Checkers.* Since October 1955 they have been covered by an addendum to the "shopmen's agreement" referred to in (B) below, which provides for a weekly wage of £13 0s. 0d. per week together with extra payment for early time and overtime.

(B) **Shopmen.** These are all covered by two agreements both made on the 2nd April 1955 between the Market Tenants' Association and the Union. One of these (already referred to in (A) (ii) above) provides for the constitution of a Smithfield Market Conciliation Board. The other is a "shopmen's agreement" which provides for weekly wages at the rates set out below, plus payment for early time and overtime.

		Weekly payments		
		£	s.	d.
(i) Night-men	}	12	8	6
(ii) Cutters				
(iii) Scalesmen		11	13	0
(iv) Delivery-men		11	2	6
(v) Humpies				

There are special rates for new entrants and offal boys. The amount of the payments for early time and overtime varies according to the class of work performed by the shopmen and the section of the trade on which they are employed. In the examples given to us, the amount of these extra payments varied between 2s. and 80s. per week.

#### (C) **Licensed Porters**

- (i) *Carriers' employed porters* (see paragraph (8) (C) (i) above). Their rates of pay are negotiated on the Joint Negotiating Committee for London Meat Porters, which is composed of representatives of the Transport Association and the Union. The rate is related to that of shopmen, and is at present £11 2s. 6d. per week plus overtime, which averages two or three hours per week at 8s. 4d. per hour.
- (ii) *Retailers' employed porters* (see paragraph (8) (C) (ii) above). We were given no very precise information about this category, but it was stated on behalf of the Union that their weekly earnings are somewhere between £12 and £15. They are not covered by any conciliation agreement or other machinery for settling disputes.
- (iii) *Bummarées.* As we have already stated, bummarées are self-employed. They are not covered by any conciliation agreement or other machinery for settling disputes. Their scale of charges was proposed by the Union and has since September, 1954, been acted upon, although with reluctance, by the retailers. Any bummarée found to be deliberately exceeding the scale in question would be deprived of the licence granted to him by the Market Superintendent. Their charges are paid in cash, either when a particular load has been carried or, in some cases, at the end of the week. We found it extraordinarily difficult and indeed impossible to discover with any hope of accuracy or certainty what the average earnings of bummarées are. We did not consider it our duty to probe very deeply into this question, the main relevance of which for the purposes of our inquiry was simply to help us to ascertain whether there was any possibility of comparison or coordination between the earnings of bummarées and those of the other categories of labour employed at the market; but to this limited extent we were anxious to obtain such information as could be made available. The answer to the question seemed, however, from the outset to be veiled in mystery. Retailers and market tenants could give only limited assistance, since bummarées normally work in gangs

for a variety of retailers and (on inter-stall work) market tenants ; and the representatives of the Union (of which the bummarees are members) more than once indicated that they also could give little help. One bummarée was called before us, whom we considered an honest witness, who stated that his average earnings amounted to £15 or £16 per week and that his annual income for tax purposes for last year had been accepted at £750 or £800. On the other hand evidence was put before us which convinced us that some bummarees, at any rate, achieve earnings very greatly in excess of these figures. One retailer, for example, told us from his records that his company paid an average of £16 per week over a year to a gang of 3 bummarees, who were also regularly over the same period working for 2 larger retail concerns, one of them having 4 to 5 times as much meat for them to carry as the first company and the other about 3 times as much as the first company, and that the same gang of 3 also worked regularly for 8 or 9 smaller retailers. Another retailer also stated by reference to his records that over a recent eight weeks' period he had paid to one bummarée an average of £28 16s. 0d. a week for 28 hours' work, although 3 of these hours represented work done by arrangement of another bummarée when the regular bummarée was not available. Again, a market tenant stated from his records that over an eight weeks' period one bummarée received an average of £37 per week for inter-stall portering done solely by that bummarée and that to the witness's knowledge the same bummarée did work for 6 other butchers. The truth is, we think, that the earnings of bummarees may vary quite widely having regard to the amount of work which they do and to the size and composition of the quantities of meat their 'clients' may require them to carry. From such evidence as was available to us, however, we feel bound to record our opinion that, in general, bummarees earn very much more than any of the categories of employed labour in the market, even taking into account that bummarees do not of course receive holiday or sick pay and that they have to pay for their hand trucks. This conclusion is supported by the proved facts that candidates for bummarees' licences come always from the other classes of labour employed in the market, such as shopmen or carriers' porters, and that there is always a waiting list for admission to the bummarees' section of the Smithfield branch of the Union.

11. Since many of the matters raised before us as causes of industrial unrest inherent in the present arrangements are based on changes which have been introduced by contrast with the pre-war arrangements, it may be helpful if at this stage we describe briefly, and in general terms, what the pre-war arrangements were. For convenience we will follow the same order as we have used in paragraph 8 to describe the present system.

#### (A) The delivery of meat to the stalls

- (i) Before the war it was the general practice for drivers to pull back their own loads. There was, however, a growing use of tractor-drawn trailers to bring meat into the market, and the trailers were frequently left for unloading while the tractor and its driver went to fetch a further trailer-load. Pullers back were introduced to service these "dead" loads, and these loads only.
- (ii) The only wholesalers who employed gangs of regular pickers before the war were those dealing in imported meat. Other groups

of regular pitchers were employed by the railway companies, who handled a considerably greater amount of meat than at present, and by United Carriers Limited. There were in addition a few gangs of casual pitchers to serve provincial loads. Regular pitchers were paid a weekly wage; casual pitchers were paid on a tonnage basis.

**(B) The handling of meat at the stalls**

Shopmen were organised largely as they are at present.

**(C) Removal of meat from stalls to road vehicles**

The position with regard to licensed porters differed very considerably from that which now prevails. The carriers customarily had their drivers licensed as porters and used them for portering when they were not required for driving; but there was a growing tendency to employ full-time licensed porters and to decrease the amount of portering performed by drivers. Retailers and their full-time employees were allowed to, and commonly did, carry out their own meat. There was also available, however, a body of self-employed porters known as "middle porters": they were the equivalent of the present bumbarées, but there was no obligation on any retailer to employ their services.

12. Fundamentally, the differences between the arrangements which in practice now prevail at the market and those which prevailed before the war have been the result of the introduction of alterations which were made in order to overcome the special difficulties arising during the period of control, and of the contemporaneous extension of the membership of the Union in the market, which has made it possible for it to enforce the continued application of these alterations after meat was decontrolled in July, 1954.

13. At the outbreak of the war in 1939 the market was decentralised into wholesale depots situated in the Greater London area, and the whole process of buying and distributing meat came under the control of the Ministry of Food. The market tenants became members of an organisation known as the London Meat Supply Association Limited, which acted as agent of the Ministry of Food for the distribution of meat to retailers in the Greater London area. These retailers were in turn organised into 93 Retail Buying Groups. None of the Retail Buying Groups collected their own meat from the wholesale depots and all meat was delivered by carriers who were collectively organised under the Ministry of Transport and whose organisation (which was eventually known as the Meat Transport Organisation Limited) also operated as agents for the Ministry of Food. In 1946 the local wholesale depots closed and meat was again distributed to retailers from Smithfield, but retailers were still unable to make their own purchases at the market until the period of control ended in July, 1954.

14. During control all labour at the market was pooled and was employed by the London Meat Supply Association Limited, and special arrangements were made to meet the new situation, some of which have persisted into the present organisation. The most immediately relevant are as follows:

- (1) In the course of pooling labour an alteration took place in the pitching arrangements, and as a result it was agreed at a meeting held between representatives of the London Meat Supply Association, the railway companies and the Union that all pitching during the war should be performed by members of the Union. The agreement was based on the understanding that the railway companies would again employ their own pitchers when private trade was

resumed at the market. In fact, however, at a further meeting in 1954 British Railways were prevailed upon not to employ their own pitchers; they did, however, retain the right for their drivers to pull back their own loads.

- (2) During decentralisation it became impracticable to use tractor-drawn trailers, and pullers back were, on the basis of pre-war practice, no longer necessary. At the request of the Union, in order that the labour force should not be unnecessarily disrupted, it was agreed to continue to employ a number of these men at each of the wholesale depots. They were retained on the basis of a specific undertaking given by the Union that when private trading was resumed at the market drivers when available would again be allowed to pull back their own loads. After decontrol the carriers asked the Union that drivers should again be allowed to pull back their own loads, but the Union refused to agree to this, mainly on the ground that the use of pullers back had during the 15 years' period of control become a custom from which it would be difficult to break away.
- (3) All licensed porters (apart from carriers' drivers who had been licensed) were pooled and became the full-time employees of the London Meat Supply Association. The importance of this is that for the first time this category of workers portered all meat from the depot to the vehicles. When control ended the Union strongly opposed the carriers' proposal that their drivers should once again be licensed as porters and, as a result, full-time licensed porters have continued to carry all meat to the carriers' vans. We shall discuss the position with regard to retailers when we deal with the bummarée question in Section III.

15. As we have already said, the changes which took place during the period of control were paralleled by an extension in the membership of the Union in the market, and we shall conclude this section by referring to some of the factors which were associated with this process. Before the war, union membership at the market was shared between the Union, the Union of Shop, Distributive and Allied Workers, the Journeymen Butchers' Federation and the National Union of Railwaymen. During control the Journeymen Butchers' Federation was absorbed by the Union of Shop, Distributive and Allied Workers, which then made an agreement with the Union whereby the former would concentrate upon labour engaged in the slaughtering and retail sides of the trade, while the Union would concentrate on the wholesale distribution, transport and cold storage of meat. The decision of British Railways not to employ their own pitchers not only gave the Union a monopoly of pitchers but diminished the influence of the National Union of Railwaymen, whose present membership is confined to men coming to the market on British Railways vehicles. Finally, the fact that during control meat was not collected by the Retail Buying Groups but was delivered by carriers (see paragraph 13) meant that for the first time the Union had a monopoly of all workers engaged in the market.

## II. GENERAL OBSERVATIONS ON THE PRESENT SYSTEM

16. Before we proceed to consider in detail the problems which were put to us as being causes of industrial unrest, certain general observations may be made on the present organisation of the labour force in the market as described in paragraphs 8 to 10. This relatively small labour force of not much over 2,000 men is rigidly sub-divided into a large number of categories of workers and a striking feature is the inclusion within these

categories of self-employed workers. The most obvious illustration of this apparently exaggerated sub-division of labour is to be found among men employed in taking meat from one part of the market to another. There are five clear categories of such men, namely pitchers, humpers, carriers' licensed porters, retailers' licensed porters and bummarees. Each category is distinguished from the others and, what is more important, has its own conditions of work and rates of remuneration, which are arrived at quite independently of one another. It might perhaps be thought that this sub-division of labour is justified by special skills which are required from each group of workers, but our inquiry into this possibility indicates that there are, in general, no sharp or substantial distinctions between these workers on grounds of skill. We were told, for example, that while pitchers were expected to work quickly and humpers might be expected to show certain skills in displaying meat, there was no distinction whatsoever between the skills of carriers' licensed porters, retailers' licensed porters and bummarees. Similarly, in the case of shopmen, where it might be expected that more importance would be attached to skill, we were told that a certain amount of interchangeability was desirable. The diversity of grades of employment is, moreover, aggravated by the inclusion of two main categories of self-employed workers, namely the pitchers and the bummarees. These have a privileged status within the labour force in that they are not responsible for the purposes of discipline to any employer in the market, although it is true that arrangements regarding the conditions of employment and rates of pay for pitchers are embodied in the "pitching agreement" referred to in paragraph 10. The multiplicity of categories of workers and the inclusion of the self-employed categories makes it impossible to attempt to coordinate either the conditions of employment or the rates of remuneration of all the workers employed in the market, and we feel that these two factors alone must be considered as likely causes of potential unrest.

17. The effect of these two factors will be apparent when we come to deal with certain special problems which were raised before us. The first of these, which took up the greater part of our hearing, concerns the compulsory employment of bummaree porters by retailers, and it is this problem which we now propose to consider.

### III. THE CONTROVERSY WITH REGARD TO THE EMPLOYMENT OF BUMMAREES BY RETAIL BUTCHERS

18. The present controversy regarding the employment of bummarees by retail butchers stems from the refusal of the Union, since 1954, to allow butchers to continue their pre-war practice of carrying meat out of the market themselves or using their full-time employees to do so, if they did not wish to hire a licensed porter. At present a retailer who does not have his meat collected by a carrier and who does not have the services of a full-time 'employed' porter is obliged to use the services of a bummaree in order to have his meat portered from the stall or stalls to his vehicle. With the exception of small purchases, which in some cases the butcher has as a concession been allowed to carry away himself, all meat is removed by licensed porters.

19. Before the war the right to porter meat out of the market was regulated by Market Bye-laws 33 and 47 which had been made by the Corporation in 1888.

Bye-law 33 was in the following terms:

"No person shall act as a porter, or stand or apply for hire within the market other than the porters duly licensed for that purpose by the Markets Committee. . . ."

The term "porter" was defined by Bye-law 47 in the following terms:

"The word 'porter' shall include all the men in the employment of carriers, and all men employed in shops in the market if acting as porters, but shall not include the purchasers of provisions commodities or things or men in their permanent employment".

Under the terms of these bye-laws retailers and their full-time employees could and did carry their meat out of the market, although they were able to use, if they so wished, the services of the self-employed licensed porters known as "middle porters".

20. As we have already mentioned, during the period when meat was controlled all meat was sent by carriers to the Retail Buying Groups, and the pre-war system went into abeyance. During control the Corporation decided to consolidate and make additions to the Market Bye-laws. We shall now outline the negotiations which took place on the Corporation's proposals regarding new bye-laws to replace Bye-laws 33 and 47. For convenience, those passages in the various draft bye-laws mentioned below which are most immediately relevant for present purposes are italicised.

21. The first draft of the new bye-laws was prepared in 1949. In the sections referring to the licensing of porters the term "porter" was defined as follows:

"'porter' means and includes any person engaged in carrying marketable commodities into or from the market or from one part to another part of the market *but does not include the purchaser of marketable commodities nor any person in the permanent employ of such purchaser nor any person employed by a railway company or transport contractor.*"

Bye-law 42 provided as follows:

"A person shall not apply for hire or engage in work as a porter in the market unless a licence so to do has been granted to him and is in force."

Before submitting the draft bye-laws for the approval of the Board of Trade, the Corporation sought the views of the Market Tenants' Association, the Meat Transport Organisation Limited (which at that time represented the interests of the carriers) and the Union. The only proposal put forward by the Market Tenants' Association was that the definition of the term "porter" should be amended so as not to include employees of market tenants when employed on inter-stall portering. The Meat Transport Organisation proposed that all persons taking meat into or out of the market should be licensed. Finally, the Union stated that, although no objection would be raised to the purchaser carrying his own meat out of the market, they objected to the purchaser's employee being allowed to do so, since they considered that this was work which should be performed by a licensed porter.

22. In the light of these proposals the Corporation redrafted the bye-laws. Bye-law 1 now read as follows:—

"'Porter' means and includes a person engaged in carrying marketable commodities from the Market or from one shop to another shop within the Market, *but does not include the purchaser of marketable commodities or persons in the permanent full-time employ of tenants.*"

Byelaw 42 now read:

"A person shall not apply for hire or engage in work as a porter in the Market unless a licence so to do has been granted to him and

is in force. Provided that this byelaw shall not prevent persons in the permanent full-time employ of tenants removing marketable commodities from one shop to another shop within the Market *nor the purchaser of marketable commodities from taking out of the Market any goods purchased by him.*"

The bye-laws in this form were submitted to the Board of Trade for approval and were advertised. In February, 1949, the Retailers' Association wrote to the Board of Trade protesting at the proposed bye-law 42, which would prevent a retailer from employing his full-time employee to carry out his own meat. Further objections were raised by the Market Tenants' Association and by individual butchers, and the proposed bye-laws were, therefore, withdrawn.

23. Finally, in 1951, the Corporation proposed a revised draft of the bye-laws. The term "porter" was now defined as follows:—

"'porter' means a person who is licensed by the Corporation to act as a porter."

Bye-law 42 now read as follows:

"A person shall not apply for hire or engage in work carrying marketable commodities from the market or from one shop to another shop within the market unless a licence authorising him to act as a porter has been granted to him by the Corporation and is in force. Provided that this byelaw shall not prevent persons in the permanent full-time employ of any tenants in the market removing marketable commodities from one shop to another shop within the market *nor the purchaser of marketable commodities or persons in his permanent employ from taking out of the market any marketable commodities purchased by him.*"

The views of the Market Tenants' Association, the Meat Transport Organisation and the Union were again sought. The Market Tenants' Association had no observations to make on the draft. The Meat Transport Organisation repeated their earlier proposal that all persons carrying meat in or out of the market should be licensed: it was at the hearing explained to us on behalf of the Transport Association that this did not mean that the retailers' permanent employees should be debarred from carrying meat out of the market, but only that they should be licensed. No reply was received from the Union, which must accordingly, in our opinion, be taken to have tacitly accepted the revised bye-laws. After considering the Meat Transport Organisation's proposal, the Corporation decided that the revised bye-laws should be submitted unaltered to the Board of Trade for approval. Accordingly, the bye-laws were advertised and approved on the 18th February, 1953.

24. When, therefore, control ended and the market re-opened for trade on the 5th July, 1954, there were in operation bye-laws which permitted a retailer or his full-time employees to carry meat out of the market. On the 13th July, 1954, however, it was announced in the press that the Union had instructed its members that meat was in future to be handed over to licensed porters only, and on Monday the 19th July this ban was imposed. There had been no prior consultation with or even warning to the retailers or other market interests involved. The Retailers' Association protested strongly at the Union's action and urged the Corporation and the Market Tenants' Association to assist in enforcing the retailers' rights under Bye-law 42. We do not propose to discuss the subsequent meetings and correspondence in detail, but basically they reveal that both the Corporation



and the Market Tenants' Association were sympathetic to the retailers. The Corporation, however, although deploring the Union's unilateral action, took the view that Bye-law 42 was permissive and could not, therefore, be enforced by it. The Market Tenants' Association, who were justifiably anxious not to take action in the early weeks of decontrol which would have precipitated a strike at the market, asked the Retailers' Association for an assurance, which was not given, that should a strike take place as a result of an attempt being made to allow retailers to carry out their own meat they could rely upon their full support. On the 22nd July, shortly after the Union's ban was imposed, Mr. Durrant, a retail butcher, demanded that his purchases should be handed to his employee. On being informed by the staff of the market tenant concerned that the meat would have to be carried out by a licensed porter he brought an action in the Mayor's and City of London Court with a view to establishing his right to carry away his purchases. Judgment was given in favour of Mr. Durrant, and damages were awarded against the market tenant for unlawful detention of meat. Despite the result of that action, the Union has continued to refuse to allow retailers or their staff to remove their meat.

25. During the unofficial strike which resulted in the market closing on the 12th May, 1958, the Retailers' Association requested that the Market Tenants' Association should make the freedom of the retailer to carry out his own meat one of the conditions of a return of the market employees to work. The Market Tenants' Association rejected this request, but indicated that they hoped to put forward in the near future proposals for improving the bummer situation. After expressing regret at this attitude, the Retailers' Association indicated that their members on the resumption of normal working intended to seek to enforce their right to carry out their own meat. Further discussions were then held between the Market Tenants' Association and the Retailers' Association to discuss the latter's decision to take concerted action to enforce their rights under Bye-law 42. The Market Tenants' Association decided that in view of the risk of an extended stoppage which this decision would provoke it should be reported to your Conciliation Officers. Discussions took place with the Chief Industrial Commissioner, and as a result we were appointed by you as a Committee of Inquiry.

26. Before we proceed to examine in more detail the difficulties which have been experienced in the employment of bummeres, we feel bound to comment on the action taken by the Union in 1954 in suddenly and unilaterally, without consultation or warning, announcing and then enforcing its decision to impose a ban upon the right of the retailer or his staff to carry out his own meat. Having regard to its earlier tacit acceptance of the present Bye-law 42 and its proviso at the draft stage (see paragraph 23 above), the Union's conduct was in our view quite indefensible. As we have indicated, it was given ample opportunity to object to the proposed bye-law in draft form, and to give reasons for any objections: it did not do so. Its press ultimatum of the 13th July, 1954, was issued only a few days after the market re-opened for trade after 15 years of control, and before there was any proper opportunity to ascertain how the running of the market would work out after the initial confusion which was the inevitable concomitant of the re-opening. In all this we consider that the Union fell very much below the standard of responsible conduct which is the basis of sound industrial relations. Whether or not there were good practical reasons against the retailers being allowed to remove their own meat, it seems to us that they had every justification for feeling incensed at the way in which the Union acted at that stage, and we feel that this unfortunate beginning to the era of decontrol has done much to prejudice the success of subsequent discussions.

27. Although we have thought it right to express these views, it is important now to consider whether the Union, had it acted properly, would have been justified in pressing for a ban upon the right of the retailer and his staff to remove his meat, or for some modification of this right. To put the question in a more direct way, are there sound practical reasons why the retailers should be deprived, wholly or in part, of the right to remove their own meat or have it removed by their full-time staff? To discover the answer to this question it is necessary to consider the views of the various market interests involved.

28. **The case for the Retailers' Association.** Their case was based primarily upon examples of complaints received by them, in many cases substantiated by evidence put before us, concerning the difficulties which were being encountered by those retailers who were compelled to use bummarees. The complaints were divided into five main headings:

(1) *Delays*

Sales in the market started at 5 a.m., and a retailer was entitled to expect that, when he had bought his meat, he would be in a position to get it back to his shop in time for it to be prepared and displayed there for the morning's trade. Any unnecessary delay in receiving his meat could have a serious effect upon his trade, and this was especially so in the case of the one-man butcher who was obliged to be in his shop to supervise at the beginning of the day's trade. Delays also created very serious difficulties for butchers whose trade depended upon their ability to provide meat by a specified hour. This class of butcher included those under contract to provide meat to such organisations as hospitals and schools. It was the Association's experience that the bummaree service as it was at present organised was unable to provide the prompt delivery of meat which the retailer's trade demanded. There were few butchers who had not at one time or another encountered very serious difficulties as a result of delays in the portering of meat between the market tenants' stalls and their vehicles, and some butchers had been greatly obstructed and affected in the conduct of their business by reason of delays in portering. The problem of delay was aggravated by the calls which were made upon the bummarees for inter-stall portering duties for the market tenants, and by the reluctance of bummarees to carry small quantities of meat. Inter-stall portering performed by bummarees was more lucrative, in relation to the time taken upon it, than portering for retailers, and it was clearly in the bummaree's interest to give preference to work of that kind. As to the reluctance of the bummaree to deal with small purchases, it was considered that this was particularly attributable to the absence of any adjustment for quantity in the scale of charges, and as a result it was more profitable for the bummaree to concentrate upon larger orders which gave a higher return for the work done. Small purchases might well, however, consist of special orders for which prompt delivery was vital to the retailer.

(2) *Expense*

Bummarees charge at a rate per piece for portering meat in accordance with a scale of charges laid down in 1954. The Retailers' Association had been consulted when these charges were negotiated, but accepted them reluctantly and only when it had been made clear that the Union was not prepared to accept lower charges. The Association had put forward a proposal that the scale should provide for some adjustment to be made in the charges when large quantities of the same commodity

were being portered, but this proposal had been rejected. It was the retailers' view that under the present scale of charges the bummaree was very highly paid for the work which he performed. In addition, he might also receive a gratuity from the retailer as an encouragement to provide prompt service, and the system had on occasions been abused by overcharging. Generally, the expense of portorage was proving a very heavy overhead charge in the meat trade.

(3) *Discourtesy*

It was alleged that bummarees were frequently far from polite, and that their general attitude in conducting their business showed insufficient concern for the interests of the retailers and was of a "take it or leave it" character.

(4) *Restrictive Practices*

It was all alleged that there were several forms of what were termed "restrictive practices" on the part of the bummarees and of the Union on their behalf:

- (a) The numbers of bummarees were strictly limited by the Union. It was the Association's view that if the Union had not imposed this limit upon the numbers employed the high earnings of the bummarees would have attracted a sufficiently large number of additional men into the service. The Association had from time to time complained to the Market Superintendent about this matter and there had been small increases in the number of bummarees but it was the view of the Association that the number available was still too small. (This was also the view expressed in evidence by the Market Superintendent, who made it clear that the restriction on numbers was imposed by the Union.)
- (b) Some retailers who wished to employ licensed porters on a permanent basis (see paragraph 8 (C) (ii)) had been unable to obtain permission to do so.
- (c) A retailer normally used the services of the same bummaree or bummarees, but there were many occasions when these could not be found or were doing other work: in these circumstances the retailer should be allowed to have the services of other bummarees who were free, but in practice other bummarees refused to work for the retailer or, if they did, trouble ensued. There was no justification for this practice.

(5) *Bad handling of meat*

It was alleged that whereas a retailer would take care in the handling of his own meat, particularly in protecting the more expensive cuts, the bummarees were indifferent to this factor and tended to load their trucks in the order in which the meat was collected.

The Retailers' Association considered that when all the above complaints were considered together the Union's refusal to allow retailers to exercise the right to carry their own meat out of the market could be seen to demonstrate the worst effects of monopoly.

29. In addition to enumerating and enlarging upon the above-mentioned complaints the retailers also dealt with certain problems which it had been suggested might arise should the retailer regain in practice the right given to him by Bye-law 42. They contended that there was no reason to fear that as a consequence of the exercise of this right bummarees would cease to find remunerative employment. It was pointed out, in the first place,

that a considerable number of retailers, after experiencing the delays and expense caused by the arrangements now prevailing at the market, had transferred their custom to smaller wholesale markets in the Greater London area, at such places as Croydon, Kingston, Bromley and Romford, which were free of the restrictive practices prevailing at Smithfield. It was likely that the re-introduction of the retailers' rights would result in the return of many of these retailers and would lead ultimately to a general increase in the business of the market. Nor was it expected that all retailers would wish to porter their own meat rather than use the services of bummarees. Although it was impossible to estimate with precision the number of butchers who would wish to porter their own meat, the Association's estimate was that no more than 5 per cent., or at the most  $7\frac{1}{2}$  per cent., of their members would wish to do so regularly, although the majority would wish to do so occasionally at one time or another. The Association also relied on this estimate in countering the suggestion that the restoration of the retailers' rights under Bye-law 42 would lead to congestion in the market: they submitted that the numbers of retailers who would wish regularly to porter their own meat, together with those who might wish to do so occasionally, would not, as the Union contended, materially impair the organisation of the market.

30. **The Case for the Union.** The Union contended that certain serious dangers would be created if retailers were again allowed to porter their own meat, rejected the arguments which had been put forward by the retailers, and made certain proposals of its own. The main points in the Union's case may be summarised as follows:

(i) *Pilferage.* The Union considered that if retailers and their permanent staff were again allowed to porter their own meat there would be an increase of pilferage from the market, the extent of which since 1954 was already considerable. The restriction of portering to licensed porters was a safeguard against this. The Market Superintendent conducted a careful inquiry into the background and character of men who applied for licences, and licences were, with the full support of the Union, withdrawn in cases where men were convicted of dishonesty. Again, the facts that licensed porters were relatively few in number and were therefore well known to the delivery-men and were distinctively badged limited the possibility that meat would be handed over to an impostor, as could easily happen if retailers' full-time employees had the right to porter meat. It would be impossible to check the character and background of retailers' employees as thoroughly as was the practice with licensed porters, not only because of the large numbers who might be involved but also because retailers dealing at Smithfield came from all over the country.

(ii) *Congestion.* It was contended that if retailers and their staff were allowed to porter their own meat there would be a serious danger of congestion, both inside and outside the market. The presence within the market of retailers or their employees portering their meat might easily congest the internal avenues in the market and materially impair its business. Again, the presence of additional retailers' vehicles near the market would be likely to lead to congestion in its approaches which would be sufficient to impair the free movement of carriers' vehicles. The Union was sceptical as to the value of the Retailers' Association's estimate of 5 to  $7\frac{1}{2}$  per cent. as the percentage of their members who would wish regularly to porter their own meat; and it was contended that no matter what number of retailers exercised their right the greater proportion

would probably do so on Monday, the busiest day of the week, and possibly also during the busiest period of that day.

- (iii) *Other points.* The Union claimed that delays were frequently the result of the bummaree having to wait while the retailer's order was out. As to expense, the scale of charges according to which bummarees were paid had been freely negotiated. Bummarees could not be blamed if they managed to achieve high earnings as the result of hard work. It was contended, however, that in fact the suggestion that bummarees earn large sums was misleading. Bummarees worked in groups of 2 to 5 in number, and one man commonly collected the charges payable to the gang; it was suggested that where large sums had been paid the work had often been performed by members of the gang other than those with whom the retailer had had contact. The Union rejected the allegation that meat was badly handled. As to the charge that it was guilty of restrictive practices in limiting the number of bummarees, the Union was motivated solely by a desire to ensure that an adequate force of licensed porters was available while, at the same time, maintaining their level of remuneration. In the first days after decontrol there had been only 40 porters available to service retailers. Although advantage could easily have been taken of the situation the Union had, of its own accord, raised this number to 90 in the first week. As the result of later increases there were now available for the use of retailers 178 licensed porters if one included the 57 porters who were permanently employed by the larger retailers. All requests for additional bummarees had been reasonably considered by the Union.

- (iv) *The Union's proposals.* The Union put forward several proposals. In the first place, it proposed that the bummaree force should be increased immediately by 10 per cent. As to the problem of control, the Union suggested that two men should be appointed in a supervisory capacity (to be called "bookers" or "checkers" or some such name) to deal with complaints about service and to exercise control on such matters as the proper attendance of bummarees. The Union had already appointed one such supervisor, although it has not yet been decided to whom he should be responsible. He would be paid out of Union funds, but it was thought that he should report to an independent authority who it was hoped would be the Market Superintendent. Finally, the Union proposed that a panel or committee should be set up to deal with portage problems, and that it should comprise all the market interests concerned and be under the chairmanship of the Market Superintendent.

### 31. The views of other parties

Although the controversy regarding the compulsory use of bummarees by retailers is primarily the concern of retailers and the Union, views on it were expressed by the other parties present at our inquiry. The interest shown in the matter illustrates the importance which is attached to it as a potential cause of industrial unrest by all who are concerned in the organisation of the market.

*The Market Tenants' Association* who, it will be remember, had been instrumental in securing the passing of Bye-law 42 in its present form, stated that they wished to see retailers fully enjoy their right to porter their own meat by themselves and their staff. They considered, however,

that safeguards should first be agreed, directed to minimising the risk of increased pilferage. It was pointed out that the conditions under which retailers and their employees had portered meat from the market before the war were in some respects totally different from post war conditions. Before the war the labour force in the market was, as a result of years of uninterrupted trade, well acquainted with retailers and their employees. During the period of control this close relationship had disappeared and a considerable number of new men had entered the trade, which made it imperative that there should be some sort of safeguard against impostors. The means of providing such safeguards had been given considerable thought and, although a satisfactory answer had not yet been found, the Association felt that it was fully capable of solution.

The *Transport Association* admitted that their members had a commercial interest in this matter, since they would naturally desire that as large a number of retailers as possible should have their meat collected from the market by carriers and would also desire that the access of carriers' vehicles to the market should not be impeded by any congestion. During the discussions on the draft bye-laws the Association had expressed the view that all meat should be collected by men who were licensed as porters. It was felt that this was necessary in order to provide a safeguard against pilferage and also against the danger of congestion inside and outside the market. The Association still considered that the risks of pilferage and congestion were important factors to be borne in mind in considering the possibility of allowing retailers to enjoy their rights under Bye-law 42. They also, however, considered that these problems were capable of solution. They added that if the retailers were not allowed to exercise these rights a solution to the retailers' present difficulties might possibly be achieved by some re-organisation of the hummaree service.

The *Corporation* took the view that the traders in the market and the Union should be allowed to conduct their own affairs as far as possible, although it did not shrink from the duty of taking every possible measure to see that the market ran as smoothly as possible. Four main views were expressed. In the first place, there should be a properly organised staff of free-lance porters at certain positions in the market with a foreman in charge at each point, but no suggestion was made as to the person or authority by whom such foremen should be employed. In the second place, the number of hummarees should be increased, and each should be allocated either to inter-stall portering or to working for retailers. In the third place, the Corporation felt strongly that retailers or groups of retailers who wished to do so should be allowed to employ full-time porters. In the fourth place, although the retailer should certainly himself be allowed to remove such meat as he could carry, the Corporation were now doubtful as to the question whether his staff should be allowed to do so; but it was explained that this was because they regarded Bye-law 42 as permissive only and not enforceable by the Corporation.

32. So much for the views of the market interests mainly concerned. The first question which arises upon them is whether the criticisms and complaints made against the present system as it stands have been substantiated. In our view they have been overwhelmingly substantiated. This does not mean that we attach equal importance to all of the five main headings of complaint set out in paragraph 28 above, or that we should be taken to have accepted all of the detailed allegations relied on in support of them. Generally speaking, however, we are quite satisfied that the hummaree system as it stands is so inefficient as to cause the most serious handicaps to the conduct of retailers' businesses. Of that we were left in no doubt by the

evidence, including that of witnesses with long family associations with Smithfield extending into the third and fourth and even fifth generation, who clearly desired that association to continue. By far the most serious factor is that relating to the intolerable and frustrating delays and uncertainties involved in getting the meat to the retailers' vehicles. Much time may be spent by the retailer in searching for his bummaree or bummarees, or in waiting while the bummarees are engaged on work for other retailers or market tenants. In either case the delay is inevitable, since the retailer is normally not allowed to use the services of other gangs who might be available. One witness told us that on the very morning of the day on which he gave evidence, he had arrived at Smithfield at 5 a.m. and virtually completed his purchases by 5.20 a.m., but that he was unable to get his meat delivered to his vehicle and away until 7.20 a.m. There was much other evidence of delays varying from quite small periods to several hours. The inevitable result of such delays is serious disruption of the retailer's business and, in the case of retailers with contract work, cancellation and loss of contracts. The serious nature of the difficulties which the bummaree system as it stands has created for retailers was confirmed by the evidence which we received as to the increasing number of retailers (of whom two were called before us), who have reluctantly transferred their trade to other wholesale markets in the Greater London area; and it seems to us likely that this trend will continue if the bummaree system remains as it is. This constitutes a threat to the future commercial prosperity of the market, and with it to the interests of the labour force employed there.

33. Although the retailers attribute the inefficiency of the present system, in the main, to the withholding of the right to porter their meat and to the inadequate numbers of bummarees available, we think it right to say that in some ways the causes of inefficiency lie deeper than that. If a really acceptable portering system were available we do not think that many retailers would, in fact, want to porter their own meat. Fundamentally, the troubles which have been encountered have in our view resulted to a large extent from the anomalous position that the bummarees are self-employed, and therefore free from any effective control for the purpose of industrial discipline. This factor was readily recognised by the Market Superintendent. A bummaree is at present free to work or not as he wishes, and although by the conditions of his licence he is forbidden to refuse work when it is offered to him there can be no question of refusal if he is not there or cannot be found. The need for control would seem to have been appreciated also by the Union in their suggestion that two supervisors should be appointed. We do not wish to comment upon the adequacy of the supervisory arrangements proposed by the Union, which we feel is a matter for discussion between the interested parties in the market. But the difficulties expressed by the Union in arriving at a suitable independent authority to whom the suggested supervisors should be responsible illustrates the anomalous position of this self-employed category of workers and the difficulty of finding, under the present system, a suitable authority to be responsible for their organisation and control. The solution would appear to lie in devising a system under which bummarees would be employed by a definite employer who would accept responsibility for providing an adequate service. At the same time provision could be made for the establishment of suitable machinery to deal with conciliation and conditions of employment. We feel there is an urgent need for reorganisation along such lines, and that it can be achieved in such a way as to preserve the livelihood of the bummarees and at the same time greatly increase the efficiency of the portering system. We shall enlarge on this point in a separate section of our report, since

it affects the other self-employed workers in the market as well as the bummarees.

34. Any such reorganisation, however, would necessarily involve careful investigation and planning; and in the mean time the disadvantages of the present system are in our opinion so serious that it is necessary to consider whether, pending such reorganisation, any short-term improvements can fruitfully be made in the bummaree system as it stands. The main objections on the part of the Union to making any substantial alterations in the present system relate to three suggested risks, namely the risk of pilferage, the risk of congestion and the risk of prejudicing the livelihood of the bummarees. After giving full regard to these risks, we consider in the first place that there are certain specific features of the present arrangements which are quite unjustifiable:

- (i) There cannot be any justification for refusing to allow the retailer himself (in which term we include whoever is acting as buyer for the retailer) to remove to his vehicle such meat as he personally can take out. The Union itself did not object to this in 1948, when the first draft revised bye-law was being considered (see paragraph 21). The refusal cannot be justified on the grounds of pilferage or (since the retailer is there in any case) of congestion. Nor can it in our view be justified on the ground of prejudice to the bummaree's livelihood, since the evidence before us was that bummarees already show a marked reluctance to take out small parcels (which are what the retailer is most likely to want to take out himself) because it does not pay them to do so, and indeed that that is why in a number of instances retailers have, as a concession, already been allowed to take out such parcels.
- (ii) If a retailer wishes, and is in a position, to employ a full-time licensed porter, (see paragraph 8 (C) (ii)) we cannot see why he should not be allowed to do so. We were told of one retail firm which was in a position to employ two full-time licensed porters and which ever since 1956 had made repeated and urgent applications (including two unanswered letters to the Union's Market Officer) for permission to do so. These applications remained unanswered at the date of our hearing. It appeared that the Smithfield branch of the Union has a porters' section and a bummarees' section, and that the former was agreeable to the appointment of a full-time licensed porter for the retailer, but that the latter did not agree because it would mean less work for the members of that section. This suggests to our minds that in the counsels of the Union excessive weight has been attached to the views of the bummarees' section.
- (iii) The Market Superintendent told us that at the time of the hearing he considered the number of bummarees to be too small, and that it was the attitude of the Union which prevented the number from being increased. The Market Superintendent is responsible on behalf of the Corporation for the running and control of the market, and if in the light of his experience he considers an increase in numbers necessary we can see no justification for the Union refusing to agree. It is true that if those retailers who want to employ full-time porters are allowed to do so (see (ii) above) and if retailers' permanent employees are allowed to remove meat an increase in the number of casual porters may not be necessary. But in principle it is wrong that, as appears to be the case at present, the Union should be allowed to dictate the number. We fully appreciate the



necessity of properly safeguarding the interests of the bummarees, but we think that this should and can be done in a way which is consistent with the efficient running of the market and the interests of the labour force as a whole.

- (iv) If the bummaree or bummarees who normally work for a retailer are not available, it is usually impossible to persuade any others to do the work, or trouble ensues if they do. It is obvious that in many cases the 'substitute' bummarees appealed to may genuinely be unable to do the work, as for example when they have made arrangements to work for some other retailer or market tenant. Except in such cases, we think there is no justification for the present practice. If bummarees who are free do any work which they may be asked to do, the interest of all the bummarees concerned will, in the long run, even out. If any bummaree refuses to do so he can be deprived of his licence under one of the conditions relating to the grant of the licence, but there should be no occasion for that if the Union gives the appropriate direction.

35. If effect were given to the views expressed in the preceding paragraph, the number of retailers who might want to use their own permanent employees for portering might be reduced: the better the portering service provided at the market, the less desire would there be on the part of retailers to use their permanent employees. It was made clear to us, however, at the hearing that the retailers wish to be allowed to exercise the right to do so, and indeed we do not think that the adoption of the views expressed in the preceding paragraph would by itself provide an adequate remedy for the matters of which the retailers make complaint. It is therefore necessary to consider how far the arguments of the Union against retailers being allowed to use their permanent employees for portering are valid. Here again we will deal with the question in the light of the three main risk factors referred to at the beginning of the preceding paragraph:

- (a) *Pilferage*. This problem would appear to be confined to the difficulty of devising safeguards to prevent impostors posing as employees of the retailers. Considerable thought seems to have been given to this already, although a foolproof system has not yet been devised. Possibilities which have been explored or were canvassed at the hearing have included the licensing or "screening" of retailers' employees by the Market Superintendent's staff, the provision of badges containing photographs of the employees, a system of identity cards and a system which would utilise extra copies of the sale note which the salesman hands to the retailer on the purchase of meat. There was no agreement between the parties as to the best safeguards to employ. It is however notable that both the Market Tenants' Association (who are primarily concerned with the pilferage problem, since it is their members who are the losers by it) and the Transport Association expressed the view that the problem was capable of solution; and the Corporation do not appear to be unduly worried by it, since as we have stated they would like the retailers to be allowed to exercise their rights under Bye-law 42. We do not, accordingly, consider that this objection raises serious difficulties.
- (b) *Congestion*. Here again a notable feature is that neither the Market Tenants' Association nor the Corporation seem to be much afraid of the problem, since they both wish Bye-law 42 to be implemented in full. The Transport Association, who are naturally anxious to prevent any congestion which would prejudice the access of carriers' vehicles, expressed more concern as to this problem; but they also

considered that it was capable of solution. For our own part we consider that the risk of congestion would have to be carefully watched. The Retailers' Association's estimate of 5 to 7½ per cent. as the percentage of retailers who would wish regularly to porter their own meat can obviously be nothing more than a guess: the number might be more. The Retailers' Association consider that those retailers who would wish regularly to porter their own meat would come from the ranks of those who now have to use bummarees. If this were the case there would, we think, be no serious problem since the principal type of congestion about which the Union expressed apprehension was the congestion of vehicles coming to the market, and the retailers in question already do bring their vans to the market; and indeed it seems clear that if retailers were allowed to use their staff to porter meat to their vehicles without delay, instead of having to keep their vehicles waiting near the market for long periods as so often happens at present, the accelerated 'turn-round' would ease and not aggravate the traffic congestion difficulty. One cannot, however, ignore the possibility that a substantial number of retailers who at present have their meat collected by carriers would, if they were allowed to porter it themselves, choose to collect it in their own vans. For our own part we doubt if this would be so to any considerable extent, and this appeared to be the view of the Transport Association. This question, like that of pilferage, is a matter of opinion which can be fully resolved only by experience, and we think it is a great pity that when in 1956 or 1957 it was suggested on the part of the retailers that they should be allowed to exercise their rights under Bye-law 42 for a trial period of three months the Union did not feel able to agree to test the matter in that way.

- (c) *Possible prejudice to the livelihood of bummarees.* As we have already indicated, we fully appreciate the desire of the Union to ensure an adequate livelihood for bummarees. On all the evidence available to us we do not think that if retailers' permanent employees were allowed to porter meat the interests of the bummarees would in the long run be injured. In any case we think that from the Union's point of view the interests to be considered are those of the labour force at the market as a whole, and not merely of one comparatively small section of it. If the present system were allowed to continue, as it is, and it led (as we think it would) to a considerable diversion of trade from the market, the interests of all the workers employed there would suffer and problems of redundancy would arise which would be the subject of further industrial unrest.

36. Having paid careful regard to the objections raised by the Union, we feel bound to say that in our opinion the disadvantages of the system as it stands, which are damaging the efficiency and reputation of the market and endangering its future prosperity, far outweigh the risks envisaged by the Union. We think that, in the last resort, to grant to those retailers who wished to do so full permission to use their permanent employees to porter their meat would be preferable to retaining the present system, even if it were modified in accordance with the views which we have expressed in paragraph 34. On the other hand, it would be unrealistic and wrong not to take into account the reactions of the bummarees if this facility were immediately restored to the retailers in full. We have criticised the way in which their present monopoly was introduced in 1954, but now that

they have enjoyed it for four years it is desirable that any modification in the system should if possible be such as will not leave them with a legitimate grievance. Although we have said in the preceding paragraph that the restoration of the full facility desired by retailers would not in our view in the long run injure the interests of the bummarees, we recognise that if considerable numbers of retailers availed themselves of the facility the immediate effect would be an appreciable and perhaps substantial reduction in bummarees' earnings. We accordingly consider that it would be wise—for the present at least, pending a reorganisation of the system as a whole or at any rate until such time as will enable the market interests concerned to assess the extent to which the working efficiency of the present system is improved as the result of modifications in it—to restrict the facility of having meat portered by retailers' permanent employees to those cases in which the retailer is unable to obtain bummaree labour to porter his meat without delay. It should, we think, be open to a retailer, if he can satisfy the Market Superintendent or his representative that he cannot obtain immediate bummaree labour, to obtain forthwith the Market Superintendent's permission (which might take the form of a badge or card given to any permanent employee of the retailer) to use the services of that employee or employees in order to remove his meat. The bummarees could not in our opinion justifiably object to this limited facility being given to retailers, since it is manifestly wrong that delays should be imposed on retailers because no bummarees are available. We have no doubt that the Market Superintendent would willingly work such a scheme, since he told us in evidence that he had always been prepared to help retailers to find bummarees and that retailers had not taken much advantage of such assistance.

We appreciate that a limited facility of the kind suggested will appear unsatisfactory to the retailers, particularly because as a result they will continue for the time being to be in the anomalous position of being unable to exercise in practice the full rights given to them by Bye-law 42. We are however confident that, for the present at least, they will be prepared to agree to any such *de facto* limitation upon these rights as will materially improve their present position while preserving industrial peace in the market.

37. We approve of the Union's proposal (see paragraph 30 (iv)) that a panel or committee should be set up to deal with portorage problems arising under the present system, that it should include representatives of all the market interests concerned and that its chairman should be the Market Superintendent. If, pending a more radical reorganisation along the lines indicated in paragraph 33, the present system is modified in accordance with the views expressed in paragraphs 34 and 36, the suggested portorage committee could deal urgently with any practical questions arising as the result of the modifications, as well as keeping a more general watch over any portorage problems which may arise.

#### IV. CAUSES OF INDUSTRIAL UNREST ALLEGED BY THE MARKET TENANTS' ASSOCIATION

38. We have dealt at some length with the bummaree question, not only because it occupied the greater part of our hearing but also because we have no doubt that it is at present the most serious cause of industrial unrest in the market. The evidence of the Retailers' Association was confined solely to this problem, but that of the other organisations which appeared before us referred also to other causes of industrial unrest which, it was alleged, arose from faults in the present organisation of the market. It is to these problems that we must now turn, beginning with those put forward by the

Market Tenants' Association. In contrast to the Retailers' Association, the Market Tenants' Association has a close and comprehensive relationship with the Union, and before we consider the nature of the Association's case, we must briefly describe this relationship.

39. The relationship between the Market Tenants' Association and the Union is regulated by three agreements which were made in 1955. Two of these are trade agreements, namely the "shopmen's agreement" and the "pitching agreement" referred to in paragraph 10. Both agreements deal with such matters as rates of remuneration, and hours of work, but the shopmen's agreement refers to two special matters to which we shall refer later, namely, inter-stall portering and the interchangeability of staff. The third agreement sets out the constitution of the Smithfield Market Conciliation Board. This Board, which was originally established in 1936, consists of 16 members of whom 8 are appointed by the Association and 8 by the Union. It is empowered to negotiate and fix wages and conditions of employment of the workers covered by the trade agreements, and to settle, through a prescribed procedure, disputes placed before it. Basically, the agreement provides that disputes shall in the first place be dealt with by representatives of the management and the Market Trade Union officer. It is provided that disputes not settled in this manner shall be referred for settlement to the Conciliation Board and, should the Board fail to agree, to your Conciliation Officers. The agreement also provides that when disputes occur, work shall continue along the lines of past practice until a settlement is reached.

40. The first part of the market tenants' case dealt with difficulties which the Association alleged that it had encountered in applying these agreements with the Union. In their opinion these difficulties were among the causes of industrial unrest in the market. In the first place they dealt with general difficulties which had been experienced. It was pointed out that although the agreement with the Union provides that disputes shall, in the first place, be dealt with by representatives of the management and the Market Trade Union officer, it was frequently impossible to find this officer. Despite the provision in the agreement that work should continue pending a settlement, moreover, it was common for the men concerned to stop work until the officer could be found. It was, in the Association's view, desirable that a responsible official of the Union should be readily available throughout working hours. Again, it was essential that members of the Union should honour the procedure which the agreement provided should be operated pending a settlement of disputes, and that there should be a genuine determination by the Union to prevent the occurrence of such stoppages. Secondly, the Association stated that negotiations with the Union were at times unduly protracted and that it was often necessary to bring matters to the Conciliation Board on more than one occasion because of the failure of the Union to implement decisions which had been reached earlier. A number of specific examples of this were given, all relating to pitchers: one case had been referred to the Conciliation Board on five occasions before the Board's decision was finally implemented.

41. Apart from general difficulties which had been encountered in its relationship with the Union, the evidence of the Association also dealt with specific breaches of the agreements. The Association referred to the Union's breaches of the agreements during the recent unofficial strike of lorry-drivers at the market. Although it was accepted that the Union had co-operated in the early stages of the strike in keeping the market open, it had refused to arrange for meat to be pitched for two market tenants whose pitchers had stopped work on the ground that the tenants concerned were

associated with carriers' companies. The Association also drew attention to an intimation which had been given to the Chairman of the Market Tenants' Association on the 8th May, 1958, that the Smithfield branch of the Union had decided to withdraw all labour on the 11th May should the lorry-drivers' dispute not be settled at that time. This was considered by the Association to be a flagrant breach of the agreement.

42. The Association also referred to six other matters of complaint, which were relied upon in some cases as breaches of specific agreements and in other cases as examples of a restrictive and uncooperative approach by the Union to market problems:

- (i) Certain difficulties had been experienced with pitchers who, it will be recalled, are all self-employed workers. Two problems were specifically mentioned to us, both of which related to absenteeism. The first of these dealt with absenteeism amongst gangs of regularly employed pitchers. It would appear that it is not uncommon for gangs to report for work below strength. An example was quoted before us of a gang of 12 whose attendances for six successive Tuesdays were 7, 10, 9, 10, 7 and 6. The Association also referred to a practice whereby members of gangs of regular pitchers who are supposedly absent from the market are in fact working with casual pitchers. The Association accepted that this practice did not financially penalise tenants because pitchers are paid on a tonnage or per piece basis, but it did tend to delay the pitching and at the same time enhance the earnings of the gang.

- (ii) The Association referred to the question of interchangeability of shop staff. The "shopmen's agreement" provides that

"Regardless of their standard category, employees shall perform any duties required of them providing these come within the normal scope of shop requirements. Their standard category shall be determined by the work for which they are primarily employed."

The Association stated that despite this provision they had encountered difficulties with regard to restrictions which had been imposed by the Union upon the interchangeability of shopmen, which resulted in excessive numbers being employed. Whereas the actual tonnage of meat handled in the market in 1957 was about 11.5 per cent. less than in 1938, the number of shopmen employed to handle this meat had increased over the same period by between 2 and 3 per cent.

- (iii) The Association alleged that members of the Union's committees at the market had been guilty of taking irresponsible action during disputes which was contrary to the provisions of the agreement. The Smithfield branch of the Union contained various committees representing certain categories of workers in the market, and when disputes arose it was customary for representatives of these committees to give advice to their members and to try and arrange a settlement. It was frequently found, however, that the advice given by the committee members was contrary to the terms of the Association's agreement with the Union.
- (iv) The Association alleged that the Union had supported inefficient personnel and had resisted on their behalf attempts by the management to remove them. Market tenants had encountered special difficulties in attempting to remove cutters who had proved to have insufficient skill. It was pointed out by the Association, and it

appeared to be generally agreed, that the supremacy of Smithfield as a wholesale market rests to a considerable degree upon the quality of its "cut" meat and it was therefore important that cutting should be done as skilfully as possible. At the end of control many men had been taken on as cutters to replace those lost during control, and some of these had not proved sufficiently skilled. The Association commonly found that it was impossible, because of Union opposition, to remove these men under the normal exercise of managerial control.

- (v) Problems had been created by the Union's restrictive approach to the practice of inter-stall portering. Inter-stall portering in the market consists of carrying meat either from the stalls of one tenant to that of another, or between two or more stalls owned by one tenant. Portering of this sort is necessary in the market, not only because of the seasonal nature of the work but also because wholesalers tend to specialise in particular kinds of meat. As we have mentioned above the shopmen's agreement provides that

"Inter-stall Portering shall continue as has been the custom in the past."

This clause, since its inclusion in the pre-war agreement, had been interpreted by the Union as meaning that only tenants who used their own shop staff for inter-stall portering before 1936 should continue to have the right to do so. The remaining market tenants were obliged to use bummaree porters for this work, who were paid at the rates laid down in the Corporation's scale of charges. There were few market tenants who were now allowed to use their own shop staff to porter their meat, but it was the Association's view that all tenants should be allowed to use their shop staff for this purpose if they so desired.

- (vi) The Association drew attention to the manner in which meat was banded, and said that in their opinion meat at the present moment was not receiving the careful handling which was customary before the war.

43. Finally, the Association pointed out that the last wage increase which had been granted by the Conciliation Board in September, 1957, had been based on assurances by the Union that better working would be given by shopmen, which would result in a reduction of numbers and a saving to tenants, and that restrictive practices in the market would be removed. In the Association's view the Union had shown a reluctant and even obstructive attitude towards the implementation of these assurances. This was yet a further example of the irresponsible conduct of the Union and of the tendency of the Union to fail to honour agreements which had been freely negotiated, and to seek verbal loopholes in them whereby their provisions could be evaded. As a result of all the factors mentioned above trade had been, was being and would continue to be drawn away from the market.

44. The Association's evidence also dealt fully with pullers back. This question was dealt with at greater length by the Transport Association, who are responsible for the employment of most of these workers. We propose, therefore, to deal with this problem when we consider the Transport Association's case in Part V of this report.

45. The Union in its reply referred specifically to some of the particular problems to which attention had been drawn :

- (a) It was stated that the Union could not provide a better coverage by full-time officials than was already available. The Market Officer, who was responsible for the whole of the London Central Markets, together with Billingsgate and Islington markets, was always available on the telephone. He was normally available at the market from 11.30 p.m., and in fact devoted about 90 per cent. of his time to the market. This provided much better coverage than was available elsewhere.
- (b) As to the difficulties which the Association said they had encountered during the recent unofficial strike of lorry-drivers, although the Union had done its best to cooperate in keeping the market open during the early part of the strike it considered that it could not possibly have overcome these difficulties without immediately causing a complete stoppage of work.
- (c) The Union stated that although there had been certain difficulties with regard to the attendance of pitchers these had generally been satisfactorily dealt with when they had been referred to the Conciliation Board. With regard to the practice which had been particularly referred to by the Market Tenants' Association, whereby regular pitchers who were considered absent in fact worked during the period of their absence as casual pitchers, the Union pointed out that this did not cause financial loss to the tenants employing the regular gangs.
- (d) The Union claimed that there had not been any general difficulties with regard to the interchangeability of labour. It was, it was submitted, understood that interchange of labour would only take place between the hours of 5 and 6 a.m., in order to avoid the possibility that shopmen who had completed several hours work in one stall should then be asked to deal with new loads at the end of their working day. It was the Union's contention that there had been no restriction upon the interchangeability of labour between the hours mentioned.
- (e) As to the allegation that committee members had given advice to employees which was contrary to the provisions of the agreement, it was accepted that there had been occasions when this might have happened; but when such cases had been reported to the officials of the Union they had immediately taken steps to correct these practices. The Union had moreover, especially stressed to its members the importance of work continuing while disputes were being settled in accordance with the agreed procedure.
- (f) The pre-war agreement that inter-stall portering should continue "as has been the custom in the past", was made on the understanding that only those who were at that time employing their own shopmen for inter-stall portering, should continue to have the right to do so, and that the remainder would use the services of "middle porters" for this work. The Market Tenants' Association were now claiming that tenants who were not parties to the original agreement should have the right to employ their own shopmen for this purpose. The Union considered this claim to be contrary to the intention of the original agreement.

46. In addition to commenting upon the specific points we have outlined above, the Union made some general observations on its relationship with the Association. First, difficulties had often arisen on the Conciliation Board because of differences of interpretation of sections of the agreements. Before the war the Conciliation Board had had an independent chairman,

which had facilitated the solution of difficulties of interpretation of this sort, and the Union felt, and intended to propose to the Association, that an independent chairman should again be appointed. The Union had co-operated fully with the Association on the Conciliation Board, and suggested that the greater number of the difficulties to which the Association had referred had been satisfactorily settled at the Board and fully implemented by the Union. There was evidence, however, that the Association had not always referred to the Conciliation Board the difficulties which they encountered.

47. It should be clear from the outline we have given that many of the matters put forward by the Association and dealt with by the Union relate not so much to the nature of the "arrangements" referred to in our terms of reference as to difficulties experienced in applying and working out these arrangements owing to unsatisfactory relationships between the representatives of the Association and the Union. Insofar as these "relationship" difficulties are genuinely felt by the Association to exist (as in our opinion they are) they are causes, actual or potential, of industrial unrest, and it is relevant to mention them if only to distinguish them from the "arrangement" difficulties upon which we are asked to report. Before we proceed to examine this latter class of difficulties we feel bound to say that, after considering the evidence before us, we have no doubt that "relationship" difficulties do exist, and that in the main the Association is justified in feeling concern at the Union's failure to co-operate to the full in the implementation of its agreements, and in failing to enforce that discipline upon its membership which is the essential prerequisite to the satisfactory operation of agreements of this sort. We have already commented upon the conduct of the Union relating to the imposition of its ban on the implementation of Bye-law 42. The difficulties experienced by the Market Tenants' Association in their relationships with the Union would seem to us to tally with those encountered by the retailers in relation to that matter.

48. Turning to the difficulties which were mentioned by the Association as arising from faults in the present arrangements for the organisation of the market, we would comment upon three of these problems:

- (i) As regards pitchers, it is clear that the difficulties which have been experienced with this category of workers, and especially the problem of absenteeism, largely arise from their self-employed status. So long as they remain self-employed, the difficulties of the kind encountered can never be entirely eliminated. They could, however, be greatly lessened through the imposition of better discipline by the Union.
- (ii) So long as the position in regard to inter-stall portering continues as at present it is bound, we think, to be a source of industrial unrest. The Market Tenants' Association and the Union are at present bound by the terms contained in the shopmen's agreement of 1955, repeating an earlier agreement reached on this point in 1938, that "inter-stall portering shall continue as has been the custom in the past". Apart from this agreement we should have thought that it would have been reasonable that those market tenants who have sufficient staff to do their own inter-stall portering should be allowed to do so: we fully appreciate that the making of the original agreement in 1938 was prompted by a legitimate desire on the part of the Union to secure as much work as possible for the middle porters in order to protect them from hardships resulting from the casual nature of their employment, but we do not think that the same conditions now apply. So long as the agreement remains, however, it must be honoured. Most of



the market tenants' present discontent springs from the very restricted interpretation placed by the market representatives of the Union (with whose views the Market Officer in his evidence did not in some respects agree) upon the words of the agreement which we have quoted above: the right to use shop staff for inter-stall portering had, for example, been treated as at an end where a new partner had joined the market-tenant firm or where there had been a sale of the goodwill. We consider that these practices are unjustifiable and that a much more realistic interpretation of the agreement is called for.

- (iii) As regards the interchangeability of shopmen, the "shopmen's agreement" provides for this and furthermore the assurances given by the Union on the occasion of its last pay claim in September, 1957, clearly amounted to a renewed affirmation of the principle contained in that agreement. It seems to us that any undue restriction imposed upon interchangeability must reduce the efficiency of the organisation of the market.

## V. OTHER SUGGESTED CAUSES OF INDUSTRIAL UNREST

49. The Transport Association, whose views on the bummaree question have already been outlined, presented evidence dealing with two other categories of workers employed in the market, namely, pitchers and pullers back. As regards pitchers the Association proposed that they should be licensed by the Market Superintendent in the same way as are porters who carry meat out of the market. It seemed to the Association that one of the major reasons for licensing porters was that it discouraged pilferage, since those who were found guilty of pilferage were liable to have their licences removed by the Market Superintendent and were accordingly prevented from continuing to work in the market; and that insofar as pilferage was a serious problem in the market pitchers were at least as liable to be engaged in it as porters were and, like them, should be licensed. The Association had made a proposal to this effect during the discussions on the draft of Bye-law 42, but this had not been accepted. It was still the Association's view, however, that the licensing of pitchers was desirable.

50. The Association dealt at greater length, however, with the question of pullers back. Before the war pullers back had been employed in the market only on "dead" loads, but during control it had been agreed that they should be employed on all vehicles in order to meet the Union's request that the labour force should not be unduly disrupted. It had been understood at the time, however, that these pullers back would be considered as part of the portering strength and that they would act as porters when not required to pull back. Furthermore, it was agreed that the pre-war practice would again be operated when control ended. In 1940 representatives of the Union and the Association had agreed a definition of the duties of pullers back in which it was clearly indicated that a puller back could be required by his employer to assist in portering duties when not employed on pulling back, and that drivers were in no way released from their duty to assist a puller back or to unload their own vehicles in cases where a puller back was not available.

51. The Association stated that after control it had on several occasions pressed the Union without success to implement its agreement that drivers, when available, should pull back their own loads. A meeting was held in February, 1955, between representatives of the Association and of the Union,

at which it was agreed that the duties of a puller back should be defined as follows:

"The duty of a puller back is to pull back any commodities presented on vehicles for delivery into Smithfield Market—

- (a) for which the driver of the vehicle is not present;
- (b) for which, by reason of weight, speed of unloading, or any other cause, the driver alone is unable to carry out satisfactorily his duty of unloading."

Despite these conclusions, drivers still refused to pull back their own loads, and on 1st December, 1955, the Union reported that the definition which it had accepted at the February meeting had been put to a full meeting of the drivers but had not been approved. In fact, therefore, since the end of control all vehicles arriving at Smithfield Market, with the exception of British Railways' vehicles, have been unloaded with the services of pullers back. The Transport Association stated that they objected strongly to this practice, which was placing an unnecessary charge upon the cost of meat, and gave it as their opinion that drivers should again pull back their own loads as they did in every other meat market in the country. This view was fully supported by the Market Tenants' Association.

52. In its reply the Union stated that there was little evidence of pitchers being guilty of pilferage. As regards pullers back, the Union accepted that it had agreed at the beginning of control that it was only during the period of control that they would be used on loads for which the driver was available to pull back. At the time when the Agreement was made, it had not been expected that control would last for 15 years. In fact when control ended the use of pullers back on all vehicles had become an established practice at the market from which it had not proved possible to break. In addition the Union submitted arguments justifying the use of pullers back. First, whereas drivers of vehicles were paid a weekly wage, pitchers were employed on tonnage or piece rates and their remuneration therefore, unlike that of the driver, depended upon the speed with which meat was unloaded. The Union considered that there were very few cases in which piece workers' earnings depended upon the speed with which a weekly paid worker operated, and it observed that in all other meat markets where lorry-drivers commonly pulled back their own loads the porters were not piece workers but were paid a weekly wage. Although it was not well known, it had been a pre-war practice for pitchers to pay sums of money to drivers in order to encourage them to pull back quickly.

53. We do not feel that it would be useful for us to deal in detail with either of the points raised for rather different reasons in each case:

- (i) We can fully appreciate that to license pitchers would assist in imposing a little more control upon these workers. On the other hand there was no evidence to show that pilferage by pitchers was a serious problem. Moreover, although from the pilferage point of view we can see the advantages of licensing porters carrying meat out of the market from a number of stalls we are not convinced that there is the same necessity from that point of view to license pitchers, who are employed in gangs to move meat from a lorry to an individual stall. In any event we do not consider that this question is a material cause of industrial unrest.
- (ii) The question of the pullers back is, on the other hand, one which we do feel is at present causing a great deal of discontent both to the Market Tenants' Association and to the Transport Association. A detailed investigation of this thorny problem would, however, re-

quire a greater weight of evidence and experience than was available to us, and we feel that we can do no more than to report that the problem was mentioned to us as being a cause of industrial unrest.

54. The Multiple Retailers' Association also expressed views on difficulties which its members had encountered in the present organisation of the market. Insofar as we consider that these difficulties are within our terms of reference, they are limited to problems arising from the late starting of work at Smithfield and from difficulties which members of the Association had encountered in dealing with the carriers. Although we do not wish to minimise the importance to members of the Association of the problems which were raised before us, we consider that they may more properly be dealt with in the course of negotiations between carriers and the Market Tenants' Association and we do not, therefore, propose to comment upon them in detail.

## VI. THE GENERAL VIEWS OF THE UNION

55. Basically, the Union's case took the form of a defence of the present practice and arrangements in the market. Insofar as its views related to particular problems which were mentioned on behalf of the other market interests at our inquiry, we have already outlined them in dealing with these problems. Apart from defending particular practices, the Union commented in more general terms on the state of industrial relations in the market. It was submitted that there was a tendency to exaggerate the seriousness and extent of industrial unrest in Smithfield Market, and that in fact there had been relatively few serious disputes or stoppages since 1939. There was no other meat market in the country which could stand comparison with Smithfield in point of size or of the complexity and amount of business handled. Because of the large number of tenants employing labour in the market there was inevitably a number of small disputes, but allowing for the size of the labour force the market was free from major disputes. The Union denied strongly that there was any truth in the suggestions which had been made that it had failed to cooperate with other market organisations or that the workers in the market did not have a genuine regard for its well-being and for the importance of the work carried out there. Finally, it was the Union's view that there was not at present any substantial industrial unrest arising from the present arrangements for the organisation of the market, but that there was every likelihood of serious unrest if these arrangements were materially altered.

## VII. THE DESIRABILITY OF DEVISING A BETTER SYSTEM

56. As indicated in paragraph 16, we were at an early stage in our inquiry struck by the fact that among the numerous categories of labour at the market there are two main categories of self-employed workers, namely pitchers and bummarces. In paragraph 33 we have pointed out that many of the troubles encountered in relation to bummarces are attributable to the absence of any effective control over them for the purposes of industrial discipline; and it may not have escaped notice that of the various complaints put forward by the Market Tenants' Association (see Section IV) a high proportion were concerned with the other self-employed category, namely pitchers. We have accordingly thought it right, by way of ascertaining how far the troubles at present being encountered are avoidable, to pay some attention to the question whether it is possible to devise some more unified and better coordinated system under which all labour would become employed labour and which would, on the one hand, result in a greater measure of control and, on the other, provide for the workers concerned assured rates of pay and working conditions.

57. The scope of the consideration which we have given to this question has necessarily been limited. Clearly, the value of any change in the composition of the labour structure which might possibly result in improvement in industrial relations would have to be considered against a number of other important factors such as its effect upon marketing practice. We fully appreciate that, in the last resort, desirable improvements may prove impracticable because of difficulties of this nature. The question is one which, if carried further, would require a skilled and careful investigation which we have neither the materials nor the authority to undertake.

58. The possibility that a unified labour structure might be easy to achieve was, at first sight, supported by the evidence which was put before us that neither at the fairly large provincial meat markets, such as Liverpool and Birmingham, nor at the much smaller wholesale meat markets nearer London are any self-employed porters to be found, and that no substantial difficulties have been encountered at these markets. We are satisfied, however, that in point not only of size but of other factors as well none of those markets is in any way comparable to Smithfield.

59. The conditions prevailing at the Covent Garden Market appeared to present a closer analogy, and we gave some attention to the question whether it might not be practicable to adopt at Smithfield some such system as has been in operation at Covent Garden since 1957. Before that date the handling of produce at Covent Garden had been performed by three distinct categories of labour, namely pitchers (who carried the produce into the market), staffmen (who handled the produce within the market) and porters (who carried purchases out of the market). The staffmen were employed by the market tenants. The remaining two categories were self-employed, and derived their remuneration from portage fees. As a result of the introduction of the new system in 1957, the distinctions between these three categories of workers were removed and the self-employed categories were entirely eliminated. There is now only one category of workers, known as porters, who perform the work previously carried out by the three distinct categories. The porters, who are employed by the market tenants and recruited through a Labour Office set up at the market, are paid a guaranteed weekly wage and, in addition, a share of a portage pool into which are paid the appropriate portage charges on all goods handled. During our hearing it was stated on behalf of the Union, who are also the union concerned at Covent Garden, that the new system there had worked tolerably well.

60. We asked the parties represented before us whether they saw any objections to the possible application of a similar system at Smithfield. None of the parties primarily interested in the organisation of the market appeared to have given much previous consideration to the unification of its labour structure, but they all took the view that the Covent Garden system would be unworkable at Smithfield, because the trading practice there differs materially from that to be found at Covent Garden. Whereas a buyer at Covent Garden would usually make his purchases in bulk from one merchant, one of the great features of Smithfield lay in the cutting of meat and it was common for a retailer to go round buying cuts or carcasses from anything up to ten stalls. What he wanted, therefore, was a porter or porters who would collect various purchases from all these stalls and take them to his vehicle: it was thought that it would be impracticable for porters employed by each of the market tenants concerned to take all these different sets of purchases separately to the vehicle. The market tenants also drew attention to the way in which it was necessary to service the substantial fleet of carriers collecting meat from the market: it was essential that these vehicles should be loaded at particular points at the market in

the order in which they would deliver their loads, and by specific times, and it would be impossible to co-ordinate for this purpose a force of porters attached to individual stalls. As to pitchers, too, it was essential for the speedy movement of meat that they should be attached to specific vehicles.

61. We feel the force of these difficulties, and think that it may well be impossible to achieve at Smithfield a system under which all labour is employed by individual market tenants. Those who think that there are insuperable obstacles to the achievement of a coordinated labour structure at Smithfield may, however, take hope from the experience of those at Covent Garden who also considered at first that the reorganisation which took place in 1957 would prove unworkable. Assuming that in order to service those retailers who neither use the services of carriers nor have full-time porters in their own employment it is necessary to have a force of porters who are 'casual' in the sense that a retailer can employ them to go to a variety of stalls and collect his meat, it does not seem to us to follow that they should necessarily be 'casual' in the sense of being self-employed. It might, we think, be practicable for them to be employed on a full-time basis by some central authority who would pay them an agreed wage (including perhaps some form of incentive bonus) and be responsible for their organisation and control. To meet the requirements of the retailers or market tenants who wished to use their services, they could be allocated to particular tasks by the central employing authority, which would in turn receive from the retailers or market tenants the portage fees due for their services. Similar provisions could be made for the employment of pitchers. A scheme of this kind could perhaps operate under the direct control of the Market Superintendent; the employing authority could be either the Corporation itself or some board or other body constituted for the purpose, and appropriate arrangements could if necessary be made for recovering from those retailers and market tenants who used the scheme the administrative cost of running the service. Another, and perhaps less satisfactory, method of eliminating self-employed casual labour would be that those retailers or market tenants who required such services as are at present performed by bunnarees or pitchers might collectively form themselves into a company to employ the necessary personnel on a full-time basis and share between them the services to be rendered by such workers.

62. As we have said, there may turn out to be practical objections to any such possible solution, but we think it right to say that it seems to us likely that by careful investigation, and with goodwill on all sides, there could be worked out between the various interests in the market a system which would be better than the present one and which would not only lead to increased efficiency and prevent loss of trade but would also benefit the Union members themselves.

### VIII. GENERAL CONCLUSIONS

63. We have been left in no doubt that there is considerable industrial unrest at Smithfield. The unrest which at present exists mainly affects the retailers and the market tenants; but unless effective steps are taken to eradicate its causes it is bound eventually to affect the interests and therefore the industrial peace of the labour force at the market.

64. To some extent the unrest is due to the unsatisfactory relationships between, on the one hand, the Union and on the other the market tenants, the retailers and the carriers; as to this we have nothing further to say than we have already said earlier in our report.

65. To a very considerable extent, however, unrest is arising and, if its causes are not eliminated or at least mitigated, will continue to arise, from the nature of the "arrangements" referred to in our terms of reference.

66. We have already indicated in Section VII our view that the ultimate remedy for some of the troubles at present being experienced, which are seriously impairing the efficiency and imperilling the future prosperity of the market, may lie in reorganisation of a more far-reaching character than is represented by merely modifying the arrangements at present in operation. Radical re-thinking is, we think, called for as to the general structure of the market's labour force; and we believe that a careful investigation of the kind we have indicated might well result in improvements which would not only greatly increase the efficiency of the market but be of real benefit to its labour force. Such an investigation would, however, obviously require not only much care but also the expenditure of a good deal of time; and in the mean time we consider that certain modifications in the arrangements at present in operation are urgently necessary in the interests of all concerned with the running of the market.

67. The arrangements which are at present by far the greatest source of disquiet, and which in our opinion most urgently call for modification, are those which impose severe limitations on the retailers' ability to get their meat out of the market when they have bought it. We have indicated in paragraphs 34, 36 and 37 certain modifications which in our opinion it would be justifiable and desirable to introduce without delay, in the hope that no further modification will be necessary during such time as it takes to investigate the feasibility of a more radical reorganisation along the lines which we have mentioned. For the sake of clarity these modifications may be briefly summarised in what seems to us the most convenient order:

- (i) A retailer himself (in which term we include whoever is buying on behalf of the retailer) should be allowed to remove to his vehicle such meat as he personally can take out. (See paragraph 34 (i)).
- (ii) If a retailer wishes to use bummaree labour and his regular bummaree or bummarees are not available, any others who are free to do so should do the job. (See paragraph 34 (iv)).
- (iii) If at any time a retailer can satisfy the Market Superintendent or his representative that no bummarees are available to porter his meat without delay he should be given, and allowed to exercise, immediate permission to use his permanent employee or employees to do the job. (See paragraph 36.)
- (iv) Any retailer who is in a position to employ a full-time licensed porter or porters should be allowed to do so. (See paragraph 34 (ii).)
- (v) A portorage committee should as suggested by the Union be set up without delay consisting of representatives of all the market interests and with the Market Superintendent as chairman. The portorage questions with which it could deal would include any practical questions arising from the adoption of the modifications which we have just mentioned. (See paragraph 37.)
- (vi) The portorage committee could also discuss any question which may from time to time arise as to an increase in the number of bummarees, although generally speaking we feel that on this subject the views of the Market Superintendent ought to prevail. (See paragraph 34 (iii).)

68. The proposed portering committee would go some way towards filling what is at the moment a very obvious gap. There is at present absolutely no machinery for conciliation or negotiation in relation to any porters other than carriers' porters; and we think that one of the main reasons why the bummaree question has remained unsolved for so long has been the lack of any formal or recognised basis for negotiation between the Retailers' Association and the Union. No doubt one reason for this may have been a fear on the part of the Association that any agreed basis of negotiation might be considered to be a recognition by them of the validity of the attitude taken and maintained by the Union since 1954 and might therefore be tantamount to an abdication of the rights given to retailers by Bye-law 42. The portering committee should, until such time as there is agreement as to the form which the organisation of the market is ultimately to take, provide an interim but nevertheless recognised medium for discussion between the Association and the Union without prejudice to the rights of retailers under the Bye-law.

69. Unrest is also being caused by the present arrangements relating to pitchers, inter-stall portering, interchangeability of shop staff, and pullers back. While in no way minimising the serious nature of these matters, we need not repeat the views we have expressed in paragraphs 48 and 53 (ii). Although the question of inter-stall portering is primarily one for discussion between the Market Tenants' Association and the Union by virtue of the shopmen's agreement subsisting between them, some aspects of the question also affect the retailers and might be discussed by the proposed new portering committee under the chairmanship of the Market Superintendent.

70. Generally, we think that it would be helpful if the Corporation through its representatives took a larger part in attempts to solve market problems. Their policy has hitherto been to leave such matters as far as possible to the market interests primarily concerned. We appreciate their reasons for this, and particularly for their desire that they should be considered impartial; but as owners and controllers of the market they have, as they recognise, a duty to see that it runs as smoothly as possible, and in the present Market Superintendent they have a representative of experience and ability whose recognised impartiality would enable him to play with success a larger part in ironing out difficulties in the operation of the market.

71. Finally, we think that irrespective of the extent to which effect is given to the views which we have expressed the inquiry has been of value if only because it has enabled all the organisations represented at it to put forward their own points of view and become fully acquainted with the points of view of the others. We hope and believe that now that their grievances and points of view have been thoroughly ventilated all concerned will cooperate willingly and closely in trying to eliminate the defects which clearly exist at present in the organisation of the market. The task is one which presents a challenge to all who wish to preserve the importance of Smithfield. Only if it is tackled with determination and goodwill on all sides will the prosperity of the market and of all those who work in it be assured.

## IX. LASTLY

72. We should like to express our grateful appreciation of the invaluable assistance given to us by our Secretary, Mr. D. J. Sullivan, in relation both to the arrangements for the hearing and to the preparation of this report.

We have the honour to be, Sir,

Your obedient Servants,

ROY WILSON, *Chairman*

HARRY DOUGLASS.

A. H. MATHIAS.

D. J. SULLIVAN, *Secretary*

14th November 1958